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**A RESOLUTION REAPPOINTING JUDGE LARRY BLAKE, JR. AS  
MUNICIPAL JUDGE FOR THE CITY FOR AN INDEFINITE TERM,  
AFFIRMING THE CITY'S INTENTION TO PERIODICALLY CONDUCT A  
REQUEST FOR PROPOSAL ("RFP") PROCESS FOR JUDICIAL  
SERVICES, AND APPROVING A CONTRACT WITH THE MUNICIPAL  
JUDGE**

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**RECITALS:**

1. The Council appointed Larry Blake, Jr. as the Municipal Judge for the City in February of 2010 for an eighteen (18) month term, which continued until his reappointment.
2. The City has an Agreement with the Municipal Judge to provide judicial services to the City, which sets out certain terms and conditions for that service, as well as adopting a job description for the position, and provides for an annual performance evaluation.
3. The Municipal Judge serves at the pleasure of the Council, and this appointment will continue indefinitely.
4. It is good government practice to occasionally request proposals for judicial service in order to ensure that the City is receiving the best possible services. The City may from time to time conduct a Request for Proposal ("RFP") process. However, by doing this, it does not indicate that the Council is dissatisfied with Judge Blake, Jr.'s judicial services.
5. In accordance with the Newberg City Charter, the judge presides over the Municipal Court and administers general judicial services under direction of the City Council. However, the judge operates independently as to judicial decisions, responsibility, and functions pursuant to the Agreement for Judicial Services.

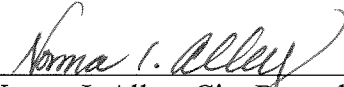
**THE CITY OF NEWBERG RESOLVES AS FOLLOWS:**

1. Reappointment of Judge Larry Blake, Jr. – The Council, pursuant to the City Charter, Section 36, hereby appoints Larry Blake, Jr. as the Presiding Municipal Judge for the City. The Municipal Judge serves at the pleasure of the Council. This appointment is for an indefinite term.
2. Agreement – The Council approves the agreement for judicial services and authorizes the Mayor to execute the agreement on behalf of the City. The Mayor is further authorized to negotiate or amend the agreement before finalizing it if desired after discussion with Judge Blake, Jr. However, any substantial change to the agreement must be brought back to the Council for approval. The Agreement is attached hereto as Exhibit "A" and by this reference incorporated.

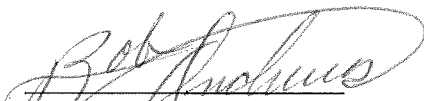
3. Request for Proposal ("RFP") Process – It is good government practice to occasionally request proposals for judicial services to ensure that the City is receiving the best possible service. The Council may conduct a RFP process. However, this does not indicate dissatisfaction of Judge Blake Jr.'s judicial services. This issue of requesting a RFP should be brought to the Council's attention for consideration at least every three (3) years.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: February 22, 2012.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 21<sup>st</sup> day of February, 2012.

  
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Norma I. Alley, City Recorder

**ATTEST** by the Mayor this 23<sup>rd</sup> day of February, 2012.

  
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Bob Andrews, Mayor

#### **LEGISLATIVE HISTORY**

By and through City Council at the 12/19/2011 meeting. Or, \_\_\_ None.

## **AGREEMENT FOR JUDICIAL SERVICES FOR THE CITY OF NEWBERG**

This agreement is effective as of February 1, 2012, by and between the following parties:

City of Newberg  
*(herein after known as **Newberg**)*  
an Oregon Municipal Corporation  
PO Box 970  
Newberg, Oregon 97132  
<mailto:nlegal@newbergoregon.gov>

Larry J. Blake, Jr., Attorney at Law  
*(herein after known as **Judge Blake**)*  
3718 SW Condor, Suite 110  
Portland, Oregon 97239  
<mailto:law@larryjblakejr.com>

### **RECITALS:**

1. **Newberg** has a Municipal Court, which exercises jurisdiction pursuant to State law and the **Newberg** City Charter. The Charter at Section 36 provides that the City Council may appoint and remove a municipal judge.
2. **Judge Blake** is a member in good standing with the Oregon State Bar; has experience as a municipal judge; and desires to furnish judicial service to **Newberg**.
3. **Newberg** published a Request for Proposals (RFP) for municipal judge services, and **Judge Blake** responded to that RFP.
4. **Judge Blake** was appointed as presiding municipal court judge for **Newberg** beginning February 1, 2010, for an eighteen (18) month term pursuant to Resolution No. 2010-2884.
5. **Judge Blake** commenced service as municipal judge by holding court for the first time on February 4, 2010.
6. **Judge Blake** has been evaluated twice by the City Council and received excellent evaluations each time.
7. **Judge Blake** has been appointed municipal judge for an indefinite term by Resolution No. 2012-2989.
8. The purpose of this agreement is to establish the duties, conditions, and understanding by which **Judge Blake** will furnish the judicial services to **Newberg**.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I) Services:**

A) Court Sessions – Currently, the **Newberg** Municipal Court is in session one (1) day per week. This day (as of April 1, 2010) is Tuesdays, which was changed at the request of **Judge Blake** upon hire. This selected day may be changed by agreement between the parties based upon legal holidays, judicial meeting days, conflicts, extreme weather conditions, and other causes.

B) Additional Court Sessions – The days that court is in session may be increased as needed to operate the court and meet the goals/objectives of the municipal judge and Municipal Court. This may include holding court on a second day or during the evening. These increased court sessions depend on **Judge Blake's** schedule and the Municipal Court staff's schedules. This scheduling will be at the direction of **Judge Blake**.

C) Job Description and Duties – **Judge Blake** will furnish **Newberg** judicial services, which are generally described in the position/job description, which has been approved by the City Council. The Council may, from time to time, assign appropriate additional judicial duties to **Judge Blake**.

D) Goals and Objectives of the Municipal Court – **Judge Blake** will meet and confer with the appropriate **Newberg** staff and public officials to establish goals and objectives for the Municipal Court.

E) Report to the Council – **Judge Blake** will make periodic reports to the Council concerning Court operations, goals, objectives, accomplishments, and challenges, as agreed to by the parties. In addition to the periodic reports, **Judge Blake** will give a report to the Council in conjunction with **Judge Blake's** evaluation.

**II) Compensation:** Compensation will be paid as follows:

A) Monthly Amount – **Newberg** will pay **Judge Blake** the amount of Twenty-seven Hundred Dollars (\$2,700) per month. It is recognized that in some months, more judicial services may be required than other months. It is also recognized that during some months, court session will not be held weekly due to legal holidays, **Judge Blake's** schedule, staff requirements, or judicial meetings. However, the compensation will remain at said amount of Twenty-seven Hundred Dollars (\$2,700) per month.

B) Additional Compensation – Any additional compensation beyond the monthly amount must be agreed to in writing prior to services being delivered. Any compensation for additional services without written authorization is specifically waived.

C) Annual Review of Compensation – During the annual performance review, **Judge Blake** and the Council will discuss compensation.

**III) Term:** This agreement will commence February 1, 2012, and continue indefinitely.

**IV) Termination:** This agreement may be terminated by either party with or without cause by giving written notice. Upon termination of this agreement, the parties will cooperate in the orderly transition of judicial business. **Judge Blake** serves at the pleasure of the Council; therefore, his appointment as municipal judge may be terminated at any time. Such termination of appointment is also a termination of this agreement.

**V) Personnel:** The parties have agreed that **Judge Blake** will personally furnish the judicial services pursuant to this contract. Any change in judge pro tem personnel will be agreed upon by the parties.

**VI) Practice Limitations:** **Judge Blake**, will not represent any clients in matters of criminal defense where the primary police agency is the Newberg-Dundee Police Department or the primary arresting officer is a Newberg-Dundee Police Officer. **Newberg**, through the Mayor, agrees to meet and discuss with **Judge Blake** clarification or waiver of such limitation on a case by case basis.

**VII) Evaluation:** **Newberg** through the Mayor and Council agrees to make its best effort to evaluate the performance of **Judge Blake** on an annual basis. That evaluation will be communicated to **Judge Blake** in executive session.

**VIII) Classification:** Judge Blake will be classified and paid as an employee of Newberg pursuant to US Internal Revenue Service regulations. This classification does not indicate or authorize **Newberg** or **Newberg's** public officers or employees to exercise any supervisory or other authority concerning **Judge Blake's** judicial decisions or judicial authority.

**IX) Judge Pro Tem Services:**

**A) Appointment of Judge Pro Tem** – The Council through Section 36 of the City Charter is authorized to appoint and remove municipal judge pro tems. The Council, by Resolution No. 2010-2891 appointed three (3) judge pro tems to serve on an as-needed basis pursuant to the process set out in the resolution.

**B) Compensation** – It may be necessary, from time to time, to use a municipal judge pro tem when **Judge Blake** is unavailable. It is the expectation of the parties that this would rarely happen because **Judge Blake** has represented that he rarely uses judge pro tems. However, when this becomes necessary, **Newberg** agrees to pay for the judge pro tem services and not reduce **Judge Blake's** compensation.

**X) Indemnification:** **Newberg** will defend and indemnify **Judge Blake** against any demands, claims, or actions arising out of the judicial services furnished by **Judge Blake** pursuant to this agreement.

